

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor



A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse							
2. Workers Needed *	a. Total 86	b. H-2A Workers 86	Period of Intended Employment				
			3. First Date * 9/27/2023	4. Last Date * 5/31/2024			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
						a. 7 : 00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. 2 : 00	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) <p>Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following the Supervisors instruction, the worker will place a picking sack over their shoulder and carry an 18 foot to 22 foot ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A fully loaded sack weights between approximately 80 and 100 pounds, depending upon the size, condition and variety of fruit. Worker positions ladder against the tree and within reach of the fruit in a leaning position, taking care not to break limbs, damage the tree, knock off fruit, or interfere with other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Worker will remove fruit from the tree and place into pick sack. When pick sack is full take full sack to fruit container located in the grove and drop fruit from pick sack into container. In order to perform this kind of work, worker must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands, and carrying a large number of sacks of fruit from the arena in which the fruit is being harvested to the location of the container.</p>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 14 . 33		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 14 . 33		\$ 14.33	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) <p>The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No state income tax will be deducted.</p>							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		0	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>100</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
670 Center Street			
2. City *	3. State *	4. Postal Code *	5. County *
Dundee	Florida	33838	Polk
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
5			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
205 Helen Ave			
2. City *	3. State *	4. Postal Code *	5. County *
Lorida	Florida	33857	Highlands
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		7	42
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
NONE			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

In employer-provided housing with kitchens workers will have free kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. In the event kitchen facilities are not available workers staying in employer housing will be provided 3 meals per day at the current subsistence rate as posted in the federal register. In employer-provided housing without kitchens, workers will be provided 3 meals per day at the current subsistence rate as posted in the federal register.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will provide transportation once per week to the laundry mat, local grocery store and bank.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualification to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living condition of other workers. All referrals are to be direct to the H.R. Department at 201 Center Street, Dundee, FL 33838 Telephone: (863)439-4225. Collect calls will not be accepted. Walk-in applications will be accepted for interview. Hours for all Referral and Walk-In Applicants are Monday through Friday from 9 A.M. to 11 A.M. and from 1 P.M. to 3 P.M. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pick-up location. All hired referred and walk-in application must bring with them original documentation of identity and employment eligibility documents (original documents only) sufficient to complete the I-9 Form with in 3 days of employment. All workers from within normal commuting distance recruited against the Job Order will not be provided housing and transportation.

2. Telephone Number to Apply *
+1 (863) 439-4225

3. Extension §
N/A

4. Email Address to Apply *
H2ALabor@statewideharvesting.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Pate	2. First (given) name * Adam	3. Middle initial § S
4. Title * President		

H-2A Agricultural Clearance Order
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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 7/25/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Grapefruit (Fresh)	\$ 00 70	Piece Rate	per 85 lb. field box
	Valencia (Fresh)	\$ 00 95	Piece Rate	per 90 lb. field box
	Valencia (Process)	\$ 01 05	Piece Rate	per 90 lb. field box
	Early/Mid Oranges (Process)	\$ 01 00	Piece Rate	per 90 lb. field box
	Early/Mid Oranges (fresh)	\$ 01 00	Piece Rate	per 90 lb. field box
	Late Tangerines (Fresh)	\$ 01 40	Piece Rate	per 95 lb. field box
	Grapefruit (Process)	\$ 00 70	Piece Rate	per 85 lb. field box
	Early Tangerines (Process)	\$ 01 40	Piece Rate	per 95 lb. field box
	Early Tangerines (Fresh)	\$ 01 50	Piece Rate	per 90 lb. field box
	Late Tangerines (Process)	\$ 01 40	Piece Rate	per 95 lb. field box

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Naval (Fresh)	\$ 01 . 10	Piece Rate	per 90 lb. field box
	Navel (Process)	\$ 00 . 90	Piece Rate	per 90 lb. field box
	Erecting Greenhouse for Citrus (Hourly)	\$ 14 . 33	Hour	
	General Farm Labor (Hourly)	\$ 14 . 33	Hour	
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Statewide CUPS, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20006 27.883668, -81.755153	9/27/2023	5/31/2024	86
Dundee Citrus Growers Association	670 Center Street Dundee, Florida POLK	5	9/27/2023	5/31/2024	86
Dundee Citrus Growers Association	341 Frederick Ave Dundee, Florida POLK	8	9/27/2023	5/31/2024	86
Pines Ranch Inc.	1612 Cowhouse Rd Lorida, Florida HIGHLANDS	131	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	601 Camp Endeavor Blvd Dundee, Florida POLK	260	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	261	9/27/2023	5/31/2024	86
William T. Harrison	3957 Clifton Bryan Rd Zolfo Springs, Florida HARDEE	226	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	2513 Campbell Rd Dundee, Florida POLK	267	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	2539 Campbell Rd Dundee, Florida POLK	265	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	2591 Campbell Road Dundee, Florida POLK	268	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Thelma C. Raley Inc.	Camp Endeavor Blvd Dundee, Florida POLK	272	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	270	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	273	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	264	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	172 Rozier Road Venus, Florida HIGHLANDS	277	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	275	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	284	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	269	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	266	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	8183 Scarborough Rd Zolfo Springs, Florida HARDEE	307	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Thelma C. Raley Inc.	8183 Scarborough Rd Zolfo Springs, Florida HARDEE	311	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	274	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	4815 Desoto City Road Sebring, Florida HIGHLANDS	309	9/27/2023	5/31/2024	86
Bear's Den Grove Inc.	172 Rozier Road Venus, Florida HIGHLANDS	316	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	603 Camp Endeavor Blvd Dundee, Florida POLK	271	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	8183 Scarborough Rd Zolfo Springs, Florida HARDEE	314	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	8183 Scarborough Rd Zolfo Springs, Florida HARDEE	317	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	2513 Campbell Rd Dundee, Florida POLK	276	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	8051 Lake Lowery Rd Haines City, Florida POLK	602	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	1581 Brown Shinn Rd Polk City, Florida POLK	608	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Thelma C. Raley Inc.	8183 Scarborough Rd Zolfo Springs, Florida HARDEE	300	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	3779 Brown Shinn Rd Polk City, Florida POLK	606	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	4815 Desoto City Road Sebring, Florida HIGHLANDS	308	9/27/2023	5/31/2024	86
Thelma C. Raley, Inc.	601 Camp Endeavor Blvd Dundee, Florida POLK	669	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	1581 Brown Shinn Rd Polk City, Florida POLK	609	9/27/2023	5/31/2024	86
Bell Fruit Company, LLC	26898 Hickory Hill Rd Brooksville, Florida LAKE	667	9/27/2023	5/31/2024	86
Tangerine CUPS LLC	8605 Wakeford Rd Lake Wales, Florida POLK	679	9/27/2023	5/31/2024	86
Thelma C. Raley Inc.	8183 Scarborough Rd Zolfo Springs, Florida HARDEE	313	9/27/2023	5/31/2024	86
Emery Etter, Jr.	3901 Lake Hatchineha Rd Haines City, Florida POLK	789	9/27/2023	5/31/2024	86
Dunson Holdings, LLC	3802 Co Rd 542 Haines City, Florida POLK	675	9/27/2023	5/31/2024	86

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Thelma C. Raley Inc.	4815 Desoto City Road Sebring, Florida HIGHLANDS	310	9/27/2023	5/31/2024	86
KLM Farms, LLC	2160 Alturas Rd Bartow, Florida POLK	682	9/27/2023	5/31/2024	86
Story Grove Service, Inc. - DD	1466 Lake Hendry Rd Fort Meade, Florida POLK	900	9/27/2023	5/31/2024	86
James A. & Sandra D. Ciyatt	8582 Wakeford Rd Lake Wales, Florida POLK	734	9/27/2023	5/31/2024	86
Emery Etter, Jr.	1445 N Lake Reedy Blvd Frostproof, Florida POLK	790	9/27/2023	5/31/2024	86
Thelma C. Raley Trust	2529 Campbell Road Dundee, Florida POLK	315	9/27/2023	5/31/2024	86
Emery Etter, Jr.	5250 Lake Hatchineha Rd Haines City, Florida POLK	792	9/27/2023	5/31/2024	86
Carolyn Clark	220 CR-640 Lake Wales, Florida POLK	464	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	15180 Brown Shinn Rd Polk City, Florida POLK	605	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	1581 Brown Shinn Rd Polk City, Florida POLK	607	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Emery Etter, Jr.	290 N Patrick Rd Babson Park, Florida POLK	791	9/27/2023	5/31/2024	86
Henry Groves, Inc.	1103 Old Polk City Rd Lake Alfred, Florida POLK	882	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2627 Townsend Rd Lake Wales, Florida POLK	5501	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1382 Marguerite Rd Zolfo Springs, Florida HARDEE	5506	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3120 Rattlesnake Rd Lake Wales, Florida POLK	5512	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3384 N Scenic Hwy Lake Wales, Florida POLK	5502	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2664 S Scenic Hwy Lake Wales, Florida POLK	5504	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2478 Wallace Rd Bartow, Florida POLK	5518	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	868 Lewis Griffin Rd Lake Wales, Florida POLK	5507	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1713 Breezy Point Rd Babson Park, Florida POLK	5509	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Story Grove Service, Inc.	1594 B F Cook Rd Babsonn Park, Florida POLK	5525	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2353 S. Scenic Hwy Lake Wales, Florida POLK	5513	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2399-2201 Tangelo St Babson Park, Florida POLK	5515	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2031 Walk-in-Water Rd Lake Wales, Florida POLK	5519	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1841 Lewis Griffin Rd Lake Wales, Florida POLK	5539	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	589 S Lake Patrick Rd Frostproof, Florida POLK	5526	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1349 N Scenic Hwy Babson Park, Florida POLK	5531	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1163 Burns Ave Lake Wales, Florida POLK	5534	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1282 B F Cook Rd Babson Park, Florida POLK	5536	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3962 Mammoth Grove Rd Lake Wales, Florida POLK	5558	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Story Grove Service, Inc.	3223 Harbor Beach Dr Lake Wales, Florida POLK	5542	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	252 CR-640 Lake Wales, Florida POLK	5545	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	4110 SR-60 W Lake Wales, Florida POLK	5551	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	695 Sundown Dr Lake Wales, Florida POLK	5555	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1927 Conner Rd Lake Wales, Florida POLK	5564	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	326 WES Man Rd Babson Park, Florida POLK	5577	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3402 N Scenic Hwy Lake Wales, Florida POLK	5641	9/27/2023	5/31/2024	86
Richards Grove Service	324 Sage Rd Winter Haven, Florida POLK	6109	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3606 SR 17 Lake Wales, Florida POLK	5641	9/27/2023	5/31/2024	86
Thelma C. Raley, Inc.	601 Camp Endeavor Blvd Dundee, Florida POLK	6112	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Wheeler Farms, Inc.	865 CF Kinney Rd Lake Wales, Florida POLK	6137	9/27/2023	5/31/2024	86
Six Feet Under LLC	32924 Grieshop Rd Dade City, Florida POLK	6127	9/27/2023	5/31/2024	86
Edwin Friedlander	1094 Lewis Griffin Rd Lake Wales, Florida POLK	8235	9/27/2023	5/31/2024	86
Myrtis Guerndt Trust	2822 Maude Road Wauchula, Florida HARDEE	9047	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	2797 S Scenic Hwy Lake Wales, Florida POLK	5503	9/27/2023	5/31/2024	86
Smith & Sons Citrus, LLC	7939 Crewsville Rd Zolfo Springs, Florida HARDEE	8903	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	8097 Dog Yard Rd Lake Wales, Florida POLK	5508	9/27/2023	5/31/2024	86
G&G Partnership	2180 Maude Rd Wauchula, Florida HARDEE	9051	9/27/2023	5/31/2024	86
Myrtis Guerndt Trust	2381 Maude Road Wauchula, Florida HARDEE	9048	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	352 Mullinsville Rd Frostproof, Florida POLK	5505	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Roads End Road	11th St NE Winter Haven, Florida POLK	9061	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1761 Woodward Rd Fort Meade, Florida POLK	5514	9/27/2023	5/31/2024	86
Marshall Citrus, Inc.	69 HI Smith Road Haines City, Florida POLK	9057	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3120 Rattlesnake Rd Lake Wales, Florida POLK	5511	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1717 Woodward Rd Fort Meade, Florida POLK	5520	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3728 C Davis Rd Fort Meade, Florida POLK	5516	9/27/2023	5/31/2024	86
DRJJ Ltd Partnership	3537 Mooseberger Rd Lake Wales, Florida POLK	10343	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3553 East Court Dr Lake Wales, Florida POLK	5528	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	406 Lewis Griffin Rd Lake Wales, Florida POLK	5522	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1124-1198 N Tower Blvd Lake Wales, Florida POLK	5535	9/27/2023	5/31/2024	86

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
HOM Of Polk County, Inc.	Tower Rd Babson Park, Florida POLK	10606 2750'42.1N 8134'31.3W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3679 Eastcourt Dr Lake Wales, Florida POLK	5532	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	1794 Breezy Point Rd Babson Park, Florida POLK	5537	9/27/2023	5/31/2024	86
Holmes Gardens Associates	0 Caldwell Drive Haines City, Florida POLK	172 2802'18.9N 8135'01.3W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	434 Mullinsville Rd Frostproof, Florida POLK	5553	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	6364 Pylant Rd Fort Meade, Florida POLK	5547	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	3049 Mammoth Grove Rd Lake Wales, Florida POLK	5570	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	222 CR-640 Lake Wales, Florida POLK	5557	9/27/2023	5/31/2024	86
Vince and Bianca Wilfork	0 Sundown Drive Lake Wales, Florida POLK	402 2755'59.4N 8136'50.4W	9/27/2023	5/31/2024	86
Fletcher Groves, Inc.	7762 N Scenic Hwy Dundee, Florida POLK	54	9/27/2023	5/31/2024	86

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Story Grove Service, Inc.	Platt Rd Frostproof, Florida POLK	5523 2745'46.8"N 8130'49.0"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Grove Rd 1 Lake Wales, Florida POLK	5510 2753'27.2"N 8132'45.1"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Marshall Rd Bartow, Florida POLK	5538 2750'58.7"N 8141'48.7"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	E Cook Rd Babson Park, Florida POLK	5529 2750'35.8"N 8132'22.5"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	301 J Zoffay Rd Frostproof, Florida POLK	5624	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Davis Rd Frostproof, Florida POLK	5552 2746'41.0"N 8133'05.1"W	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	14780 Brown Shinn Rd Polk City, Florida POLK	6100	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Hunt Brothers Rd Lake Wales, Florida POLK	5524 2752'47.5"N 8133'20.9"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	WES Mann Rd Babson Park, Florida POLK	5568 2748'14.5"N 8132'48.2"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Tower Rd Babson Park, Florida POLK	5588 2750'38.1"N 8134'29.0"W	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Wheeler Farms, Inc.	1424 Tindle Camp Rd Lake Wales, Florida POLK	6115	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Tate Rd Frostproof, Florida POLK	5540 2746'40.3"N 8132'32.1"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Gilbert Road Lake Wales, Florida POLK	5600 2751'54.8"N 8128'25.6"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Hunt Brothers Rd Lake Wales, Florida POLK	5554 2753'01.0"N 8133'20.4"W	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	4133 Old Lake Alfred Rd Lake Alfred, Florida POLK	6129	9/27/2023	5/31/2024	86
Peachy Keen Orchards	15701 Jessamine Rd Dade City, Florida POLK	6125	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Highlands Sand Lake Wales, Florida POLK	5666 2752'00.3"N 8132'08.8"W	9/27/2023	5/31/2024	86
Brandon Rafool	5468 Spirit Lake Rd Winter Haven, Florida POLK	6142	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Tower Rd Babson Park, Florida POLK	5589 2750'42.2"N 8134'29.6"W	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	0 White Road Lake Alfred, Florida POLK	677 2806'57.7N 8142'22.7W	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Smith & Sons Citrus, LLC	3542 Stokes Road Fort Meade, Florida POLK	8124	9/27/2023	5/31/2024	86
Emery Etter, Jr.	FL-17 Dundee, Florida POLK	788 2802'15.3N 8137'10.2W	9/27/2023	5/31/2024	86
Flood Groves Corp.	C Sullivan Rd Babson Park, Florida POLK	8032 2747'41.7N 8132'03.7W	9/27/2023	5/31/2024	86
Richards Restaurant Inc.	0 Race Rd Dundee, Florida POLK	672 2800'37.6N 8135'59.9W	9/27/2023	5/31/2024	86
Jacob Groves Inc.	J Stenger Rd & Sand Lake Bartow, Florida POLK	8132 2752'17.6N 8146'11.1W	9/27/2023	5/31/2024	86
Tree-O Groves, Inc.	0 Cass Rd Lake Alfred, Florida POLK	603 2806'51.4N 8144'48.3W	9/27/2023	5/31/2024	86
Goodman Grove Partnership	1599 Tyner Road Haines City, Florida POLK	9038	9/27/2023	5/31/2024	86
T & J Peaches LLC	0 Water Tank Rd Lake Hamilton, Florida POLK	681 2802'54.2N 8135'29.1W	9/27/2023	5/31/2024	86
Paul Mislevy Trust	246 Sauls Road Bowling Green, Florida HARDEE	8590	9/27/2023	5/31/2024	86
Blue Lake Groves, Inc.	Darlin Loop Rd Lake Wales, Florida POLK	8025 2750'53.0N 8134'07.2W	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Marshall Citrus, Inc.	3017 Bannon Island Rd Haines City, Florida POLK	9050	9/27/2023	5/31/2024	86
R.F. Development Group Co.	Enzor Loop Rd Lake Wales, Florida POLK	8106 2752'05.0N 8132'08.0W	9/27/2023	5/31/2024	86
Jacob Groves Inc.	Ledly Wear Road Bartow, Florida POLK	8137 2751'59.6N 8146'38.7W	9/27/2023	5/31/2024	86
Marshall Citrus, Inc.	4782 Lk Hatchineha Rd Haines City, Florida POLK	9058	9/27/2023	5/31/2024	86
Jacob Groves Inc.	Ledly Wear Rd Bartow, Florida POLK	8134 2751'54.8N 8146'37.8W	9/27/2023	5/31/2024	86
Rita Meier	Coleman Rd Babson Park, Florida POLK	9130 2750'05.9N 8134'45.7W	9/27/2023	5/31/2024	86
Richard Wright	0 Hughes Road Haines City, Florida POLK	166 2803'46.5N 8137'02.4W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Grove Rd 1 Lake Wales, Florida POLK	5500 2753'27.2"N 8132'45.1"W	9/27/2023	5/31/2024	86
Fletcher Groves, Inc.	0 Florida Avenue Dundee, Florida POLK	53 2800'40.1N 8137'13.3W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Lost Grove Rd Frostproof, Florida POLK	5527 2746'32.6"N 8130'36.1"W	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Story Grove Service, Inc.	Tate Rd Frostproof, Florida POLK	5517 2746'40.0"N 8132'36.8"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	B F Cook Rd Babson Park, Florida POLK	5541 2751'24.8"N 8132'36.1"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Darlin Loop Rd Lake Wales, Florida POLK	5530 2750'42.6"N 8133'59.9"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Tower Rd Babson Park, Florida POLK	5556 2750'32.6"N 8134'28.1"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	S Rim Rd Babson Park, Florida POLK	5548 2751'02.6"N 8131'59.0"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	S Rim Rd Babson Park, Florida POLK	5575 2751'02.0"N 8132'01.6"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	N Tower Blvd Lake Wales, Florida POLK	5590 2750'42.9"N 8134'31.6"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	Tate Rd Frostproof, Florida POLK	5586 2746'41.1"N 8132'37.2"W	9/27/2023	5/31/2024	86
Story Grove Service, Inc.	4580 Sullivan Rd Lake Wales, Florida POLK	5634 2748'59.7"N 8127'25.5"W	9/27/2023	5/31/2024	86
Dunson Harvesting Inc.	0 Bice Grove Rd Haines City, Florida POLK	673 2803'42.5N 8134'44.6W	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Tree-O Groves, Inc.	Darlin Loop Rd Lake Wales, Florida POLK	8024 2750'53.3N 8134'11.0W	9/27/2023	5/31/2024	86
James R. Bell	0 N Scenic Hwy Babson Park, Florida POLK	72 2747'37.2N 8132'21.2W	9/27/2023	5/31/2024	86
R.F. Development Group Co.	Tank Rd & Friedlander Lake Wales, Florida POLK	8105 2752'22.7N 8132'22.9W	9/27/2023	5/31/2024	86
L. Russell Flood	MP Rd Frostproof, Florida POLK	8031 2746'00.6N 8130'52.8W	9/27/2023	5/31/2024	86
Jacob Groves Inc.	Ledly Wear & Albritton Bartow, Florida POLK	8135 2751'54.8N 8146'37.8W	9/27/2023	5/31/2024	86
Jacob Groves Inc.	Ledly Wear Rd Bartow, Florida POLK	8669 2751'45.5N 8146'38.6W	9/27/2023	5/31/2024	86
Carolyn Clark	East Court Drive Lake Wales, Florida POLK	462 27.843793, -81.581139	9/27/2023	5/31/2024	86
Jacob Groves Inc.	Sand Lake Road Bartow, Florida POLK	8133 27.871592, -81.769553	9/27/2023	5/31/2024	86
Jacob Groves Inc.	Ewing Road Bartow, Florida POLK	8144 27.813663, -81.753404	9/27/2023	5/31/2024	86
Jacob Groves Inc	Hollingsworth Road Bartow, Florida POLK	8668 27.842888, -81.761756	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SOTA Citrus, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20001 27.885365, -81.759971	9/27/2023	5/31/2024	86
Winter Haven Citrus Growers - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20002 27.885479, -81.757664	9/27/2023	5/31/2024	86
SC Citrus, LLP - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20003 27.885460, -81.755132	9/27/2023	5/31/2024	86
Dundee Citrus Growers Assn - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20004 27.883269, -81.760132	9/27/2023	5/31/2024	86
Cardinal Groves, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20005 27.883725, -81.757342	9/27/2023	5/31/2024	86
Goodman Groves, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20007 27.881923, -81.756924	9/27/2023	5/31/2024	86
FE Citrus, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20008 27.880292, -81.759305	9/27/2023	5/31/2024	86
DL Citrus, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20009 27.880624, -81.757138	9/27/2023	5/31/2024	86
Resurrection Groves, LLC - CUPS 1	0 80 Foot Road Bartow, Florida POLK	20010 27.880387, -81.754939	9/27/2023	5/31/2024	86
PMC Pod 1, LLC - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20011 27.885306, -81.767486	9/27/2023	5/31/2024	86

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Citrus, LLC - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20012 27.885154, -81.765115	9/27/2023	5/31/2024	86
SBM Citrus, Inc - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20013 27.885145, -81.762969	9/27/2023	5/31/2024	86
Behr Citrus Manangement, Inc - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20014 27.883429, -81.765351	9/27/2023	5/31/2024	86
PMC Pod 2, LLC - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20015 27.883732, -81.762336	9/27/2023	5/31/2024	86
L & B Citrus, LLC - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20016 27.881096, -81.768580	9/27/2023	5/31/2024	86
Goodman Grove, LLC - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20017 27.881134, -81.766177	9/27/2023	5/31/2024	86
Winter Haven Citrus Growers - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20018 27.881978, -81.762465	9/27/2023	5/31/2024	86
Cotton White Holdings, LLC - CUPS 2	0 80 Foot Road Bartow, Florida POLK	20019 27.880413, -81.762089	9/27/2023	5/31/2024	86
Lykes Bros, Inc	0 80 Foot Road Bartow, Florida POLK	20021 27.878385, -81.768558	9/27/2023	5/31/2024	86
DefGra, LLC	0 80 Foot Road Bartow, Florida POLK	20022 27.878556, -81.765865	9/27/2023	5/31/2024	86

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lykes Bros, Inc	0 80 Foot Road Bartow, Florida POLK	20023 27.878613, -81.762818	9/27/2023	5/31/2024	86
FourL Citrus, LLC	0 80 Foot Road Bartow, Florida POLK	20024 27.876773, -81.768494	9/27/2023	5/31/2024	86
Highlands Ranch & Grove, LLC	0 80 Foot Road Bartow, Florida POLK	20025 27.876735, -81.765790	9/27/2023	5/31/2024	86
MAC Citrus, LLC	0 80 Foot Road Bartow, Florida POLK	20026 27.876631, -81.763033	9/27/2023	5/31/2024	86
Rodrigo Pardo	0 80 Foot Road Bartow, Florida POLK	20027 27.875109, -81.768424	9/27/2023	5/31/2024	86
EIP - 1	0 Lake Buffum Church Road Fort Meade, Florida POLK	EIP - 1 27.733969, -81.699063	9/27/2023	5/31/2024	86
PMC Pod 4, LLC	0 DeSoto Rd Sebring, Florida HIGHLANDS	21002 27.470554, -81.427833	9/27/2023	5/31/2024	86
PMC Pod 4, LLC	0 DeSoto Rd Sebring, Florida HIGHLANDS	21003 27.470554, -81.427833	9/27/2023	5/31/2024	86
PMC Pod 4, LLC	0 DeSoto Rd Sebring, Florida HIGHLANDS	21004 27.470554, -81.427833	9/27/2023	5/31/2024	86
PMC Pod 4, LLC	0 DeSoto Rd Sebring, Florida HIGHLANDS	21001 27.470554, -81.427833	9/27/2023	5/31/2024	86

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input type="checkbox"/> Employer-provided <input checked="" type="checkbox"/> Rental or public accommodations	700 US HWY 27 S Avon Park, Florida 33825 HIGHLANDS		11	44	<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Citrus Harvesting
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following the Supervisors instruction, the worker will place a picking sack over their shoulder and carry an 18' to 22' ladder from the field truck to the particular area of the grove to be harvested. The picking sack is a canvas bag equipped with a shoulder strap for support, an opening for the insertion of fruit, and an opening to remove fruit. A fully loaded sack weights between approximately 80 and 100 pounds, depending upon the size, condition and variety of fruit. Worker positions ladder against the tree and within reach of the fruit in a leaning position, taking care not to break limbs, damage the tree, knock off fruit, or interfere with other workers, in a secure position to prevent slipping or falling and possible injury to themselves or other workers. Worker will remove fruit from the tree and place into pick sack. When pick sack is full take full sack to fruit container located in the grove and drop fruit from pick sack into container. In order to perform this kind of work, worker must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands, and carrying a large number of sacks of fruit from the arena in which the fruit is being harvested to the location of the container.			

b. Job Offer Information 2

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Grove Clean-up
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may be required to perform miscellaneous grove clean-up work. These activities include pruning, painting trees, repair or replace irrigation equipment, removal of debris, and other general grove clean-up work as required. Workers performing grove clean-up work will be paid the adverse effect wage rate, the prevailing rate or minimum wage rate, whichever is higher.			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - General Conditions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * On the first work day, the employer will provide specific instructions and/or training (up to 6 hours) in the proper way to perform the crop activity. Thereafter, the worker will be expected to perform the task with diligence as instructed. After the one-day (6 hour) training and 6 day acclimation period, workers who fail to meet this standard, fail to perform the work in the manner specified or fail to meet the productivity standard indicated in the petition may be terminated.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Necessary Tools
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Minimum Pay Disclosure
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Most of the jobs associated with this employment are paid by the piece rate, however \$14.33 per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. An employer must offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedures approved for an occupation or specific class of agricultural employment. If the worker's total pay for the pay period from a piece-rate earnings and hour wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate. Employees working under the piece rate system will be required to average not less than the state and federal minimum wage at the end of the first work week.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions from pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The employer will make the following deductions: FICA taxes, income tax, cash advances, overpayment of wages, charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No state income tax will be deducted.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Bonus Disclosure
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will not pay the worker a bonus.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 3/4 Guarantee
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * work guarantee: The employer will guarantee to offer the worker employment for at least three-fourths of the workdays of the total periods during which the work contract and all extensions thereof are in effect, beginning with the first workday after the arrival of the worker at the place of employment and ending on the expiration date specified in the work contract or in its extensions, if any. If the employer affords the worker during the total work contract period less employment than that required under this work guarantee, the employer shall pay such worker the amount which the worker would have earned had the worker, in fact, worked for the guaranteed number of days. For purposes of this guarantee, a workday shall mean the number of hours in a workday as stated in this job order and shall exclude the worker's Sabbath and federal holidays. A worker may be offered more than the specified hours of work on a single workday, including the worker's Sabbath and federal holiday. For purposes of meeting the guarantee, however, the worker shall not be required to work for more than the number of hours specified in this job order for a workday, or on the worker's Sabbath or federal holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a workday when the worker is afforded the opportunity to do so by the employer and hours of work performed, shall be counted in calculating the employment guarantee. The employment guarantee may be abated by the employer before the expiration date specified in the work contract for reasons beyond the employer's control due to an Act of God and the employer may terminate the work contract. The work guarantee will also be void from the beginning should the worker abandon or quit this employment before the end of the contract period or in the event the worker is terminated for lawful job-related reason. The employer will not be liable for payment of the work guarantee with respect to an H-2A worker whom the Regional Administrator certifies is displaced because of the employer's compliance with the 50 percent rule.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Frequency of Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Payroll periods will be weekly			

j. Job Offer Information 10

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral of Worker
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will provide worker referred through the interstate clearance system 36 hours of work (\$14.33 per hour; \$515.88 per week) for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local Job Service office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system \$14.33 per hour for the first week starting with the originally anticipated date of need. The employer will require worker to perform alternative work if the guarantee cited in the section is invoked. If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Accurate and Adequate Records
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer assures that accurate and adequate records will be kept, and that authorized representatives of the Department of Labor, the worker and worker representatives will be given access to the records of the worker's earnings.			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Termination
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer may discipline and/or terminate the worker with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established productivity standard indicated in the petition after the one-day (6 hour) training and 6 day acclimation period; (f) or other job-related reasons; (g) falsifies identification, personnel, medical or other work related records; (h) commits acts of insubordination; (i) employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. In general, with respect to Item A(b) above, ?serious act(s) of misconduct? includes but is not limited to: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs, disobeying a lawful and reasonable instruction given by the employer or supervisor; abusing or threatening other employees, supervisor or employer; spitting, demeaning or use of profanity towards other workers, employer or supervisor; bullying or harassment (including verbal, physical sexual) other employees, supervisor or employer; willful or malicious damage to employer's or other worker's property. In general, with respect to Item A(h) above, insubordination will be considered to be willful or intentional failure to obey a lawful and reasonable request from the employer or supervisor. The basic elements of insubordination include: 1. A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the employer or supervisor; 2. Employee received the order orally or in writing and communicated confirmation of understanding the order; and 3. Employee refused to obey the order directly through an explicit statement of refusal or through non-performance. Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide effort to work efficiently and consistently that are reasonable under the climatic, horticultural, and other working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report worker who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to be after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the consent of the employer. The employer will not be responsible for providing or paying for reported d workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the guarantee.			

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m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Termination 2 of 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers must notify the employer prior to voluntarily terminating the employee. All wages due will be forwarded to the last known address for workers that leave with providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. The employer has a no complete, no hire policy. Termination for lawful job related reasons before the specified ending date listed on the application will disqualify the employee for future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with the employer. Voluntary resignation before the specified ending date listed in the application may disqualify the employee from future employment opportunities with the employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Contract Impossibility
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pursuant to DOL regulations at 20 CFT 655.122(o), if, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfil a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employees expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the workers' pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employers place of employment. Daily substance must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.			

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o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Injuries
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Worker will be covered by Workers? Compensation Insurance for injuries arising out of and in the course of employment. Employer?s proof of insurance coverage will be provided to the Regional Administrator before certification is granted. The employer agrees to follow all the required Workers? Compensation rules including light duty.			

p. Job Offer Information 16

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Extension of Employment
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.			

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q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Notification of changes in employment
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer Notification of Changes in Employment Terms and Conditions: Employer will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Outreach Workers
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501 (xvi).			

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s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Agreement
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A copy of the Job Clearance Order will be provided to the worker by the employer no later than on the day the worker commences work.			

t. Job Offer Information 20

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Wage Statements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Wage Statements: Employer will furnish to the worker on or before each pay day written statements showing the hours actually worked by the worker and the worker's total earnings for the pay period. Such statements will comply with DOL requirements found in 20 CFR 655.122(k). In an effort to ensure accuracy, each worker shall sign an acknowledgment of the receipt of said statements from the employer and shall have 10 days from signing the receipt to make written objection to the employer should the worker disagree with the accuracy of any such statement provided. Should the worker fail to provide written objection to the employer within said 10 day period, it shall be presumed that the statements received by the worker are accurate. The 10 day period indicated above does not overrule U.S. Code 29 USC sec. 255(a). If the cause of action occurs on or after May 14, 1947 ?may be commenced within two years after the cause of action accrued, and every such action shall be forever barred unless commenced within two years after the cause of action accrued, except that a cause of action arising out of a willful violation may be commenced within three years after the cause of action accrued.			

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u. Job Offer Information 21

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Regulation Disclosure
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.			

v. Job Offer Information 22

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Group Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * If a sufficient number of qualified workers are available at the same time and place to come to work for the Employer, the employer may, at the employer's option, coordinate group transportation arrangements (such as arranging for group purchase of bus tickets, charter bus service, or employer provided transportation or other arrangements or assistance, as appropriate).			

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H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Drug Testing Disclosure
3. Details of Material Term or Condition (up to 3,500 characters) * The employer has a drug-free workplace program. Drug testing may be done post-accident and for cases with valid reasons for suspicion at the employer?s expense.			

x. Job Offer Information 24

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Criminal Background Post Extension of Employment
3. Details of Material Term or Condition (up to 3,500 characters) * The employer performs criminal background checks after an offer of employment has been extended at the employer?s expense.			

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y. Job Offer Information 25

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Smoke Free Facilities
3. Details of Material Term or Condition (up to 3,500 characters) * All company facilities, including office, housing, work-sites, and company vehicles are designated as non-smoking areas. To accommodate employees who smoke, smoking is only permitted outside in specifically designated areas that are clearly identified with posted signs. This includes the use of e-cigarettes. All individuals are required to dispose of cigarette butts in the designated receptacles.			

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety Net Hat
3. Details of Material Term or Condition (up to 3,500 characters) * Citrus harvesting workers will be required to wear a safety net hat to protect the individuals face.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 27

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Criminal Background Disclosure
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Due to communal living arrangements where workers entitled to free housing will reside in close proximity to one another with limited residential supervision, and due to food safety considerations, employer will conduct criminal background checks on all applicants offered employment in order to minimize the occurrence of crimes among residents. Therefore, any and all employment offers are contingent upon applicants having no history of being either a 'habitual felony offender' or 'habitual violent felony offender' as defined in Sections 775.084(1)(a) and (b), Florida Statutes, and the absence of convictions of (1) a felony or attempt or conspiracy to commit a felony of violence, including but not limited to convictions of arson, aggravated or sexual battery, aggravated stalking, armed burglary robbery, aggravated assault aggravate child abuse, aggravated abuse of an elderly person or disabled adult, kidnapping, manslaughter or murder, and (2) misdemeanor offenses as described in Chapters 784(assault and battery), 790(weapons), 800(lewdsness), 806 (arson & criminal mischief), 810 (burglary, 812 (theft), 856 (drunkenness, and 893 (drug abuse), Florida Statutes, and comparable misdemeanor statutes of other jurisdictions.</p>			

. Job Offer Information 28

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation Disclosure
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$15.46 per day without receipts and up to \$59.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's work site to such subsequent employer's work site the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's work site to such subsequent employer's work site the employer is not required to provide or pay for such expenses. Workers who do not complete 50 percent of the work contract will be required to repay the employer for travel and subsistence costs for which the worker has been reimbursed to the extent that those costs exceed the contracted minimum wage.</p> <p>For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's work site and return without cost to the worker. Domestic workers not residing in the employer provided housing will be provided transportation from a designated pickup site to the employer work site and back, without cost to the worker.</p> <p>The employer assures that all employer provided transportation meets all applicable local, state and federal requirements.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 29

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Statewide Harvesting and Hauling, LLC expects all employees to adhere to the rules of conduct necessary for the company's safe and efficient operations. The rules of conduct are necessary to establish and maintain a productive and respectful work place.</p> <p>The performance standards listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of misconduct for which employees may be disciplined or dismissed. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. Statewide Harvesting and Hauling, LLC may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.</p> <ol style="list-style-type: none">1. Failure to perform work assigned by a supervisor or manager, consistent with the terms of your job clearance order.2. Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.3. Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.4. Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.5. Taking part in any conduct which may endanger fellow employees or discredit the organization.6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.7. Failure or refusal to cooperate in a company investigation.8. Improper behavior in performing your job.9. Violation of Statewide Harvesting and Hauling LLC's policies or procedures ? including but not limited to housing rules of occupancy ? which have been established to protect your employer's property and equipment, as well as to help safeguard the health and safety of its employees.10. Tolerating, participating in, or initiating an event or act that is considered threatening behavior or workplace violence.11. Cell phones are not allowed inside the fields, orchards or packing facility. Cell phone must be left in the bus, van or at camp.			

. Job Offer Information 30

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Sanitation Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries and illnesses to their employer. As well as any communicable diseases such as, but not limited to diarrhea, or any other infectious disease or illness. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water) or medication are allowed while working in the field. No jewelry, watches or fingernails longer than 1/8 inch are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, or any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Throw the used bathroom tissue in to the toilet every time, then flush the toilet. Keep the rest rooms, rest areas and portable facilities in the field clean for others.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 31

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Glass Containers Prohibited at Company Owned or Rented Housing
3. Details of Material Term or Condition (up to 3,500 characters) * No person shall carry or have in their possession any glass beverage container on any company owned or leased housing.			

. Job Offer Information 32

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Erecting Greenhouses for Citrus
3. Details of Material Term or Condition (up to 3,500 characters) * Worker will begin by digging holes and setting poles, ranging from 14 to 20 feet in length. Worker will then place cables in position stretch screen across the cables and secure by lashing together with clams. Worker will perform part of the job by hand and other parts using tools provided by the employer. Employee must be able to operate all tools provided by employer.			

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H. Additional Material Terms and Conditions of the Job Offer

. Job Offer Information 33

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Method of Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The workers will be transported by a bus listed on Statewide Harvesting & Hauling, LLC's Farm Labor Contractor Certificate of Registration (Attached to this response) by an employee that is authorized to transport workers. Only employees that are authorized to transport workers will be allowed to operate company owned buses. The transportation to the worksites will occur daily and the transportation to the laundry mat, grocery store and bank will occur once per week, preferably Saturday or Sunday. The type and seating capacity for each bus is as follows:</p> <ul style="list-style-type: none">1.2000 Blue Bird (78 seats)2.2001 Blue Bird (60 seats)3.2000 Blue Bird (78 seats)4.2003 Blue Bird (78 seats)5.2003 Blue Bird (78 seats)6.1988 Ford (60 seats)7.1989 Ford (60 seats)8.1995 International (60 seats)9.1997 International (60 seats)10.1999 International (72 seats)11.1997 International (60 seats)12.1997 International (60 seats)13.1998 International (60 seats)14.1991 International (60 seats)15.1988 International (60 seats)16.2001 Blue Bird (60 seats)17.2000 Blue Bird (60 seats)18.2001 Blue Bird (60 seats)19.2000 Blue Bird (60 seats)20.2004 Freightliner (60 seats)21.2004 Freightliner (60 seats)22.2003 Thomas (60 seats)23.2004 Freightliner (60 seats)24.2004 Freightliner (60 seats)25.2003 Freightliner (60 seats)26.2003 Freightliner (60 seats)27.2003 Freightliner (66 seats)28.2002 Freightliner (66 seats)29.2004 Blue Bird (66 seats)30.1999 Freightliner (66 seats)31.2006 Blue Bird (66 seats)			

. Job Offer Information 34

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation and Subsistence
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The employer will pay for charter bus services for groups of workers for inbound travel to the place of employment and outbound travel from the place of employment. If a charter bus is unavailable, the employer will select the most economical means of transportation. For outbound travel, workers are permitted to choose their own means of transportation, however the employer will reimburse each worker at no less than the most economical and reasonable common carrier transportation charge for the distances involved.</p> <p>If an employee does not reside in employer-provided housing, daily transportation will be provided at a designated pick-up location of 201 Center Street, Dundee, FL 33838. There will be no other daily transportation provided outside of worksites, laundry mat, grocery store or bank.</p>			

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